

CRAVATH, SWAINE & MOORE

LAURANCE V. GOODRICH  
SENIOR ATTORNEY

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

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2 HONEY LANE, CHEAPSIDE  
LONDON EC2V 8BT, ENGLAND  
TELEPHONE: 1-606-1421  
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RAPIFAX/INFOTEC:  
1-606-1425

RECORDATION NO. 15120-F  
Filed & Recorded

7-038A028

FEB 27 1987 2-1 D PM

INTERSTATE COMMERCE COMMISSION

No.

Date FEB 27 1987

File # 10.00

100 Washington, D. C.

*Blue Cover Docs*

*\$10.00 filing fee*

February 26, 1987

Amendment Agreement No. 1 Dated as of February 15, 1987  
Amending Conditional Sale Agreement Filed under  
Recordation No. 15120  
Lease of Railroad Equipment Filed under  
Recordation No. 15120-B

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Oakway, Inc. for filing and recordation counterparts of the following:

Amendment Agreement No. 1 dated as of February 15, 1987, among Oakway, Inc., as Lessee, The Connecticut Bank and Trust Company, National Association, as Agent, and The Connecticut National Bank, as Trustee.

The Amendment Agreement amends the Conditional Sale Agreement and the Lease of Railroad Equipment each dated as of November 15, 1986, previously filed and recorded with the Interstate Commerce Commission on December 12, 1986, at 4:15 p.m., Recordation No. 15120.

100 OFFICE OF  
THE SECRETARY  
FEB 27 2 02 PM '87  
MOTOR OPERATING UNIT

*I think this  
one is  
15120-F*

The Amendment Agreement amends the Conditional Sale Agreement and the Lease of Railroad Equipment to reflect the road numbers of the units of Equipment actually delivered and accepted thereunder.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 15120-F.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the document and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

*Laurance V. Goodrich*  
Laurance V. Goodrich  
as Agent for  
Oakway, Inc.

Ms. Noreta R. McGee, Secretary,  
Interstate Commerce Commission,  
Washington, D.C. 20423.

Encls.

RECORDED NO. 15120-F Filed &amp; Recorded

FEB 27 1987 2-1 0 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT NO. 1 dated as of February 15, 1987, among OAKWAY, INC. ("Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION ("Agent"), and THE CONNECTICUT NATIONAL BANK ("Trustee").

WHEREAS GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder") and the Trustee have entered into a Conditional Sale Agreement dated as of November 15, 1986 ("CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of November 15, 1986 ("Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1986, at 4:15 p.m., recordation numbers 15120 and 15120-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 12, 1986, at 3:05 p.m.;

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Annex B to the CSA is hereby amended and restated in its entirety as shown in Exhibit A hereto.

2. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

4. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the

filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

5. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

6. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 19 of the CSA and Section 18 of the Lease.

7. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

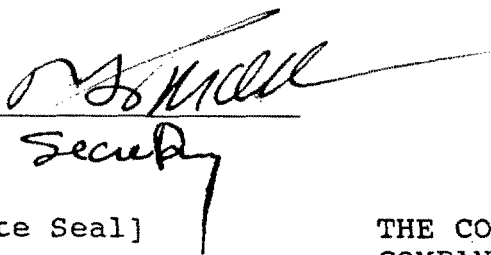
OAKWAY, INC.

by 

Title: \_\_\_\_\_

[Corporate Seal]

Attest:

Title: 

Secretary

[Corporate Seal]

Attest:

Title: \_\_\_\_\_

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as Agent,

by \_\_\_\_\_

Title: \_\_\_\_\_

[Seal]

Attest:

\_\_\_\_\_  
Title:

THE CONNECTICUT NATIONAL BANK,  
not individually but solely  
as Trustee,

by \_\_\_\_\_

\_\_\_\_\_  
Title:

STATE OF NEW JERSEY, )  
 ) ss.:  
 COUNTY OF UNION, )

On this <sup>24<sup>th</sup></sup> day of February 1987, before me personally appeared R. C. Connolly, to me personally known, who, being by me duly sworn, says that he is the Executive Vice President of OAKWAY, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Virginia Anter  
 Notary Public

[Notarial Seal]

My Commission expires

VIRGINIA ANTER  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires May 11, 1989

STATE OF CONNECTICUT, )  
 ) ss.:  
 COUNTY OF HARTFORD, )

On this            day of February 1987, before me personally appeared            to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

\_\_\_\_\_  
 Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this            day of February 1987, before me personally appeared            to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

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Notary Public

[Notarial Seal]

My Commission expires

## ANNEX B TO CONDITIONAL SALE AGREEMENT

Type	Builder	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Estimated* Unit Base Price	Estimated* Total Base Price	Estimated Time and Place of Delivery
3,800 h.p. Model SD-60 diesel- electric locomotive	EMD	GM Loco- motive Specifica- tion 8128, Amendment 8128-3 as supplemen- ted by Final Specifica- tion Supplement dated 10/15/86	La Grange, Illinois	50	OWY 9013	\$1,282,977.16	\$ 64,148,858	October 1986, through January 1987, at Clyde, Illinois
					9016			
					9020			
					9023			
					9027			
					9030			
					9033-9037			
					9040-9046			
					9050			
					9051			
					9053-9058			
					9060			
					9061			
					9064			
					9066			
					9067			
					9069			
9071								
9073-9076								
9078-9080								
9082								
9085-9087								
9089								
9092								
9094								
9095								
9097								
9099								
For deliveries on or before 12/31/86								
For deliveries after 12/31/86								
						\$1,170,749.14	\$ 58,537,457	

\* Includes prepaid freight and switching charges to Clyde, Illinois, estimated at \$250 per Unit.



## APPENDIX A TO LEASE

Type	Builder	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Estimated*		Estimated Time and Place of Delivery
						Unit	Total	
						Base Price	Base Price	
For deliveries on or before 12/31/86								
3,800 h.p. Model	EMD	CM Loco- motive	La Grange, Illinois	50	OWY 9013	\$1,282,977.16	\$ 64,148,858	October 1986, through
SD-60 diesel- electric locomotive		Specifica- tion 8128, Amendment 8128-3 as supplemen- ted by Final Specifica- tion Supplement dated 10/15/86			9016 9020 9023 9027 9030 9033-9037 9040-9046 9050 9051 9053-9058 9060 9061 9064 9066 9067 9069 9071 9073-9076 9078-9080 9082 9085-9087 9089 9092 9094 9095 9097 9099	For deliveries after 12/31/86 at Clyde, Illinois		
						\$1,170,749.14	\$ 58,537,457	

\* Includes prepaid freight and switching charges to Clyde, Illinois, estimated at \$250 per Unit.

AMENDMENT AGREEMENT NO. 1 dated as of February 15, 1987, among OAKWAY, INC. ("Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION ("Agent"), and THE CONNECTICUT NATIONAL BANK ("Trustee").

WHEREAS GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder") and the Trustee have entered into a Conditional Sale Agreement dated as of November 15, 1986 ("CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of November 15, 1986 ("Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1986, at 4:15 p.m., recordation numbers 15120 and 15120-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 12, 1986, at 3:05 p.m.;

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Annex B to the CSA is hereby amended and restated in its entirety as shown in Exhibit A hereto.
2. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.
3. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.
4. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the

filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

5. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

6. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 19 of the CSA and Section 18 of the Lease.

7. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

OAKWAY, INC.,

by \_\_\_\_\_  
Title:

[Corporate Seal]

Attest:

\_\_\_\_\_  
Title:

[Corporate Seal]

Attest:

  
Title: VP

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as Agent,

by   
Title: VICE PRESIDENT

[Seal]

Attest:

\_\_\_\_\_  
Title:

THE CONNECTICUT NATIONAL BANK,  
not individually but solely  
as Trustee,

by \_\_\_\_\_

\_\_\_\_\_  
Title:

STATE OF NEW JERSEY, )  
 ) ss.:  
COUNTY OF UNION, )

On this            day of February 1987, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is the Executive Vice President of OAKWAY, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this / *TH* day of February 1987, before me personally appeared **DONALD E. SMITH** to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

*Donna Smith*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]  
My Commission expires

**RUTH A. SMITH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MARCH 31, 1989

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this                      day of February 1987, before me personally appeared                      to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Notary Public

[Notarial Seal]

My Commission expires

ANNEX B TO CONDITIONAL SALE AGREEMENT

Type	Builder	Builder's Specifications	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Estimated* Unit Base Price	Estimated* Total Base Price	Estimated Time and Place of Delivery
3,800 h.p. Model SD-60 diesel-electric locomotive	EMD	GM Locomotive Specification 8128, Amendment 8128-3 as supplemented by Final Specification Supplement dated 10/15/86	La Grange, Illinois	50	OWY 9013 9016 9020 9023 9027 9030 9033-9037 9040-9046 9050 9051 9053-9058 9060 9061 9064 9066 9067 9069 9071 9073-9076 9078-9080 9082 9085-9087 9089 9092 9094 9095 9097 9099	\$1,282,977.16	\$ 64,148,858	October 1986, through January 1987, at Clyde, Illinois
						For deliveries on or before 12/31/86		
						For deliveries after 12/31/86		
						\$1,170,749.14	\$ 58,537,457	

\* Includes prepaid freight and switching charges to Clyde, Illinois, estimated at \$250 per Unit.

## APPENDIX A TO LEASE

Type	Builder	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Estimated*		Estimated Time and Place of Delivery
						Unit	Total	
						Base Price	Base Price	
For deliveries on or before 12/31/86								
3,800 h.p. Model	EMD	GM Loco- motive	La Grange, Illinois	50	OWY 9013	\$1,282,977.16	\$ 64,148,858	October 1986, through
SD-60 diesel- electric locomotive		Specifica- tion 8128, Amendment 8128-3 as supplemen- ted by Final Specifica- tion Supplement dated 10/15/86			9016 9020 9023 9027 9030 9033-9037 9040-9046 9050 9051 9053-9058 9060 9061 9064 9066 9067 9069 9071 9073-9076 9078-9080 9082 9085-9087 9089 9092 9094 9095 9097 9099	For deliveries after 12/31/86		
						\$1,170,749.14	\$ 58,537,457	January 1987, at Clyde, Illinois

\* Includes prepaid freight and switching charges to Clyde, Illinois, estimated at \$250 per Unit.



AMENDMENT AGREEMENT NO. 1 dated as of February 15, 1987, among OAKWAY, INC. ("Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION ("Agent"), and THE CONNECTICUT NATIONAL BANK ("Trustee").

WHEREAS GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder") and the Trustee have entered into a Conditional Sale Agreement dated as of November 15, 1986 ("CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of November 15, 1986 ("Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1986, at 4:15 p.m., recordation numbers 15120 and 15120-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 12, 1986, at 3:05 p.m.;

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Annex B to the CSA is hereby amended and restated in its entirety as shown in Exhibit A hereto.
2. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.
3. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.
4. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the

filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

5. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

6. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 19 of the CSA and Section 18 of the Lease.

7. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

OAKWAY, INC.,

by \_\_\_\_\_  
Title:

[Corporate Seal]

Attest:

\_\_\_\_\_  
Title:

[Corporate Seal]

Attest:

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as Agent,

\_\_\_\_\_  
Title:

by \_\_\_\_\_  
Title:


[Seal]

Attest:

  
Title: **MARK A. FORGETTA**  
TRUST OFFICER

THE CONNECTICUT NATIONAL BANK,  
not individually but solely  
as Trustee,

by

  
Title:

**VICE PRESIDENT**

STATE OF NEW JERSEY, )  
 ) ss.:  
COUNTY OF UNION, )

On this                    day of February 1987, before me personally appeared                    , to me personally known, who, being by me duly sworn, says that he is the Executive Vice President of OAKWAY, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this                    day of February 1987, before me personally appeared                    to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this <sup>18th</sup> day of February 1987, before me personally appeared LAURA CROWLEY to me personally known, who, being by me duly sworn, says that She is an Authorized Officer of THE CONNECTICUT NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors and She acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Susan C. Chadbourne  
Notary Public

[Notarial Seal]

My Commission expires

March 31, 1990

## ANNEX B TO CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated*</u>		<u>Estimated Time and Place of Delivery</u>
						<u>Unit</u>	<u>Total</u>	
						<u>Base Price</u>	<u>Base Price</u>	
For deliveries on or before 12/31/86								
3,800 h.p. Model	EMD	GM Loco- motive	La Grange, Illinois	50	OWY 9013	\$1,282,977.16	\$ 64,148,858	October 1986, through
SD-60 diesel- electric locomotive		Specifica- tion 8128, Amendment 8128-3 as supplemen- ted by Final Specifica- tion Supplement dated 10/15/86			9016 9020 9023 9027 9030 9033-9037 9040-9046 9050 9051 9053-9058 9060 9061 9064 9066 9067 9069 9071 9073-9076 9078-9080 9082 9085-9087 9089 9092 9094 9095 9097 9099	For deliveries after 12/31/86		January 1987, at Clyde, Illinois
						\$1,170,749.14	\$ 58,537,457	

\* Includes prepaid freight and switching charges to Clyde, Illinois, estimated at \$250 per Unit.

